



## City of Roanoke Invitation to Bid

Date: May 11, 2006

Bid Number: <b>06-04-18</b>  <b>Brown Robertson Park Walkway</b>		Bid Opening Date: <b>May 26, 2006</b>		
		Bid Opening Time: <b>2:00 p.m.</b>		
«Vendor_Name» «Vendor_ContactName» «Vendor_Address» «Vendor_City» «Vendor_State» «Vendor_Zip»				
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Telephone:		E-mail:		
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting bid:				
Signature:		Date:		
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 353 Roanoke, VA 24011		Stanley Wells, Procurement Technician Phone: 540-853-2873 Fax: 540-853-1513 Email: <a href="mailto:stanley.wells@roanokeva.gov">stanley.wells@roanokeva.gov</a>	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No bid may be withdrawn within a period of sixty (60) days after bid opening except for clerical errors, part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all bids and to waive any informalities in any bid.**

This Invitation to Bid consists of these parts:

1. Specifications/Instruction for Bidders
2. Bid Form (Attachment A)
3. Terms and Conditions (Attachment B)
4. Insurance Requirements (Attachment C)

## **SPECIFICATIONS FOR BID**

### **SECTION 1. PURPOSE.**

The purpose of this Invitation to Bid (ITB) is for the installation of a concrete walkway at Brown Robertson Park, located off of 10<sup>th</sup> Street. In order to submit a responsive Bid, each Bidder shall obtain Bid drawings and specifications by contacting Eric Vest, Construction Manager for the City of Roanoke, Parks and Recreation Administrative Office. The City invites all qualified Bidders to submit a bid.

### **SECTION 2. SCOPE OF SERVICES.**

The following are the services that the Successful Bidder will be required to provide to the City:

**Installation of a concrete walkway as described in the drawings and specifications. Drawings and specifications shall be requested from Eric Vest, Construction Manager at Parks and Recreation Administrative Office, 210 Reserve Avenue SW, Roanoke VA 24016 540-853-5231**

#### **DRAWINGS AND SPECIFICATIONS**

- 2.1 Drawings and Specifications: The general character and scope of the Work are illustrated by the drawings and specifications. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work. If the Contractor deems additional detail or information to be needed, Contractor may request the same in writing from the Construction Manager, Eric Vest. The Contractor shall carry out the Work in accordance with the drawings and specifications and any additional detail drawings and instructions as issued by the Construction Manager. However, Contractor shall immediately notify the Construction Manager of any discrepancies in such drawings and/or specifications and confirm such notice in writing within five (5) calendar days.
- 2..2 Discrepancies in Drawings: In case of difference between small and large scale drawings, the large scale drawings shall govern, unless otherwise directed in writing by the Construction Manager.
- 2.3 “Similar”: Where the word “similar” appears on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- 2.4 Division of Specifications: The specifications are divided into several parts for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade. The Contractor shall be responsible for the coordination of the trades, subcontractors, and vendors engaged upon this Work.
- 2.5 Dimension Accuracy: Measurements or dimensions shown on the drawings for site features, utilities, and structures shall be verified at the site by the Contractor. The location of underground utilities indicated on the plans are diagrammatic and were plotted from available records and field survey information and shall be considered approximate only, and the City makes no representations with regard to their accuracy. The Contractor shall not scale measurements or dimensions from the drawings. Where there are discrepancies, the

Construction Manager shall be consulted. Where new work is to connect to, match with, or be provided for existing work, the Contractor shall verify the actual existing conditions and related dimensions prior to ordering or fabrication, so that such new work will properly fit with existing work.

- 2.6 As-Built Drawings: The Contractor shall maintain at the site for the City one copy of all drawings, specifications, addenda, approved shop or setting drawings, change orders, field deviations, and other documents or modifications (referred to herein as "As-Built Drawings") in good order and marked to record all changes as they occur during construction. These shall be available to the Construction Manager, the Project Inspector, and the City's testing personnel. These "As-Built Drawings" shall be neatly and clearly marked in color during construction to record all variations from the drawings made during construction. The representation of such variations shall include such supplementary notes, symbols, legends, documents, and details as may be necessary to clearly show the as-built construction.

### **SECTION 3. TERM.**

The term of this agreement shall be for three (3) weeks, June 5, 2006 to June 23, 2006. All services set forth in Section 2 of this Invitation to Bid shall be completed within these dates. Any extensions must be agreed upon and approved by the City.

### **SECTION 4. PAYMENT FOR SERVICES.**

Payments to the Successful Bidder shall be made within 30 days after receipt of invoice and approval of such invoice by the City

### **SECTION 5. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 353, Roanoke, Virginia 24011, on or before 2:00 p.m., local time, on May 26, 2006, at which time all bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the bids.

The mailed envelope shall be clearly marked on the front of that envelope, the notation and completed information as follow:

**"Sealed Bid Number: 06-04-18 Opening Date: May 26, 2006 Time: 2:00 p.m."**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. If you download this ITB from the City website, and intend to submit a bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the ITB and want to receive any addenda issued. The City is not responsible for any ITB obtained from any source other than the City, and may not accept bids from those who download this ITB and fail to notify the City of their intent to submit a bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).

- C. Payment terms and delivery date(s) must be shown on the submitted bid, if applicable.
- D. All bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this Invitation to Bid (ITB).
- E. Bids are to be on the Form as provided by or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person must be shown as well. Any bid submitted must be submitted in the complete legal name of the Bidder responding. No bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia §2.2-4330 which allows withdrawal of a bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid. Withdrawal must be requested within two days of the bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this bid.
- I. Bids are to be submitted on the brand, make and kind of product or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a bid be for a product or service as an equal, the name, make, model and type of that which is being bid must be clearly stated. The bid must also be accompanied by descriptive literature of the product or service bid to allow for evaluation. Failure to provide this information may result in the bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 353, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder(s), will be issued and sent to the address shown on their bid response. Upon completion of the purchase order, payment will be made only to the Successful Bidder at the address as shown on the purchase order. If the remittance address is other than the address on the bid, it must be clearly noted and explained in your bid. Purchase Order(s) will be paid only when the services have been supplied to and approved by the City.

- K. All items, identified in this Invitation to Bid, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**. All furniture items are to be put together and set in place.
- L. The City reserves the right to cancel or reject any or all bids, to waive any informalities in any bid and to purchase any whole or part of the items or services listed in the ITB.
- M. It is the policy of the City of Roanoke to maximize minority and women-owned business enterprises participating in all aspects of City contracting opportunities.
- N. Each Bidder is to state whether or not any of Bidder's owners, officers, employees, or agents, or their immediate family members, are currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 5 of this ITB, apply to this ITB.
- O. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the bid being rejected as non-responsive.**
- P. **Bid Submittals shall include:**
1. **Page 1, Invitation to Bid Coversheet**
  2. **Page 10, The Bid Form (Unit Cost shall include all labor, material, overhead and profit.)**

**Failure to do so may result in the bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871.

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 353  
Roanoke, Virginia 24011**

- Q. **Ethics in Public Contracting.** The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.
- R. **Conflict of Interests Act.** The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.

- S. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- T. General and/or technical questions regarding the Scope of Services and/or project requirements under this Invitation to Bid may be directed to Eric Vest, Construction Manager, at (540) 853-5231, questions regarding this Invitation to Bid shall be directed to Stanley Wells, Procurement Technician, at (540) 853-2873, or faxed to (540) 853-2871.
- U. Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and converges required are those as may be referred to in the Terms and Conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees.

## **SECTION 6. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended bid price as set forth on the Bid Form.
- B. The specified terms and discounts of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- D. Whether the bidder can perform the Purchase Order or perform the service promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance of previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to the Purchase Order, purchase or service;
- H. The equipment and facilities available to the Bidder to perform the Purchase Order or provide the service.
- I. The sufficiency of the financial resources and ability of the bidder to perform the Purchase Order or provide the service.
- J. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required;
- K. The ability of the Bidder to provide future maintenance, parts and service for the use of the subject of the purchase or Purchase Order;
- L. The conditions, if any, of the bid;
- M. Bids shall be evaluated based on the requirements set forth in this Invitation to Bid, and other criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, suitability for a particular purpose and life cycle cost. The City, in its sole discretion, may elect to waive any informality in a Bid.

## **SECTION 7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.**

The following applies to the Successful Bidder:

1. During the performance of the Purchase Order, the Successful Bidder agrees as follows:
  - a. The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 8. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR.**

All public bodies shall include in every contract over ten thousand dollars (\$10,000.00) the following provisions:

The following applies to the Successful Bidder:

During the performance of the Purchase Order the Successful Bidder agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Successful Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder that the Successful Bidder maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousands dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a drug free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Purchase Order.

#### **SECTION 9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.**

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Purchasing Order the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Purchase Order. The policies and coverages required are those as may be referred to in the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees.

## **SECTION 10. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

If the bid by the lowest responsive and responsible bidder exceeds available funds, the City reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

## **SECTION 11. BID AWARD.**

If an award of a Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the announcement of the decision to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. The City reserves the right to award to multiple Bidders.

## **SECTION 12. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

## **SECTION 13. HOLD HARMLESS AND INDEMNITY.**

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Purchase Order, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Purchase Order.

## **SECTION 14. PROTESTS.**

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

## **SECTION 15. INFORMATION ON PURCHASE ORDER TO BE AWARDED.**

The Terms and Conditions marked as Attachment B to ITB No. 06-04-18 contains Terms and Conditions that the City plans to include in any purchase order that may be awarded, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the



City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the Sample or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the City to the Successful Bidder.

**ATTACHMENT A**

**To**

**ITB #06-04-18**

**BID FORM**

Description	Total Cost
Installation of concrete walkway	

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check appropriate blank. See VA Code sections 54.1-1100, et seq.

The undersigned hereby agrees, if this bid is accepted by the City, to provide the services and/or items in accordance with this Invitation to Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

## ATTACHMENT B

To

ITB #06-04-18

### CITY OF ROANOKE - PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document ( which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. **Invoicing.**

All invoices shall be sent to:

City of Roanoke  
Finance Department  
Noel C. Taylor Municipal Building, Room 461  
215 Church Avenue SW  
Roanoke, VA 24011

If any questions, contact Accounts Payable at (540) 853-2824

3. **Termination For Default and Convenience.**

**A.** If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

**B.** The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

**C.** The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. **Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. **Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **Sales Tax Exemption.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. **Compliance with Laws and Regulations.**

Vendor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. The items provided by Vendor will also comply with all such laws, ordinances, and regulations.

9. **Inspection.**

The City shall have a reasonable time after services are completed and before payment to inspect all work for conformity to the work requested. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. **Insurance.**

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. **Warranty.**

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also

warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

**12. Independent Contractor.**

The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**13. Nondiscrimination.**

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

**14. Drug-Free Workplace.**

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

**15. Faith-Based Organizations.**

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**16. Assignment.**

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

**17. Successors and Assigns.**

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**18. Indemnification.**

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

**19. Governing Law and Forum Selection.**

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

**20. Acceptance – Entire Agreement - Modification.**

**Acceptance of this Purchase Order shall be limited to the terms and conditions contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.**

**End**

## **ATTACHMENT C**

**To**

**ITB #06-04-18**

### **INSURANCE REQUIREMENTS**

Contractor and its subcontractors involved in this Agreement shall maintain the following insurance coverages with a quality company, written on an occurrence basis, issued by a company licensed to transact business in this State, during the life of this Agreement, and shall furnish the City with certificates of insurance which shall also include insurance deductibles, if applicable. The certificates shall name the City and its officers, agents and employees as additional insureds, providing coverage against any and all claims and demands made by a person or persons whomsoever for property damages or bodily or personal injury (including death) incurred in connection with the services to be provided under this Agreement with respect to the Commercial General Liability coverage and the Automobile Liability coverage. With respect to the Workers' Compensation coverage, Contractor's insurance company shall waive rights of subrogation against the City and its officers, agents and employees.

- A. Commercial General Liability: \$1,000,000.00  
\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).  
\$1,000,000.00 Products/Completed Operations Aggregate Limit.  
\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).  
\$1,000,000.00 each occurrence limit
- B. Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.
- C. Workers' Compensation and Employer's Liability:  
Workers' Compensation: statutory coverage for Virginia  
Employer's Liability:  
\$100,000.00 Bodily Injury by Accident each occurrence  
\$500,000.00 Bodily Injury by Disease Policy Limit.  
\$100,000.00 Bodily Injury by Disease each employee.
- D. The above limit amounts may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000.00.
- E. Proof of Insurance Coverage:
  - 1. Contractor shall furnish the City of Roanoke with the required certificates of insurance showing the type, amount, effective dates and date of expiration of the policies.
  - 2. The required certificates of insurance shall contain substantially the following statement::

"The insurance covered by this certificate shall not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Risk Management Officer for the City of Roanoke"

3. Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
4. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld.  
Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.